

Owners by making rules and regulations that restrict or fetter the rights granted hereunder of use and enjoyment of the recreational facilities by such Owner's tenants unit owners to a greater degree than such rules and regulations apply to the apartment tenants or unit owners of the Owner making such rules and regulations. Further, all such apartment tenants and condominium unit owners shall have rights to use the recreational facilities free of charge, provided each Owner may charge for the consumption of food and beverages and other concessionary type items sold at the recreational facilities.

10. Rights of Third Parties. Anything appearing to the contrary in this Agreement notwithstanding, including particularly, but without limitation, Sections 3 and 9, hereinabove, apartment tenants or individual condominium unit owners shall, have no third-party beneficiary rights under this Agreement and shall be deemed licensees of each Owner and each Owner shall be entitled to pursue its remedies to protect and enforce the benefits of this Agreement as they may inure to such apartment tenants or condominiums owners.

11. Nature and Duration of Easements. The reciprocal easements contained in this Agreement shall be conditioned upon the exercise by Haywood Holding of that certain Option to Lease (Residential II) dated October 23, 1979, granted by Landlords to Haywood Holding and covering Haywood Holding's Property. Upon the exercise of such option, said easements shall run with the land and inure to the benefit and be binding upon the parties, their respective heirs, successors and assigns and shall have a duration of 65 years from the date of the commencement of the Residential II Lease. After said date, the easements shall be automatically extended for successive periods of ten years each unless by mutual agreement of the then Owners of the projects it is agreed to rescind said easements in whole or in part.

12. Modification of Agreement. The parties hereto acknowledge that all easements and rights set forth herein may